

United States District Court
District of New Hampshire

Laurie K. Glode
37 Brewster Road
Barrington, NH

Plaintiff

V.

Unum Life Insurance
Company of America
PO Box 9548
Portland, ME

Defendant

*

*

*

*

*

*

*

*

*

*

*

*

*

*

Civil Action No.

COMPLAINT

PARTIES AND JURISDICTION

1. The Plaintiff, Laurie K. Glode is a resident of the City of Barrington, County of Strafford, State of New Hampshire.
2. Defendant Unum Life Insurance Company of America is a Portland, ME corporation licensed to do business in New Hampshire with its principal place of business in Portland, ME.
3. The amount in controversy is in excess of \$ 100,000.
4. Jurisdiction in this court is appropriate as this matter involves a Federal question pursuant to 29 USC, § 1132.

FACTS COMMON TO ALL COUNTS

5. Plaintiff hereby incorporates by reference each and every allegation set forth in paragraphs one through four above as though fully set forth hereat.
6. The Plaintiff was employed by the Hampton Falls School District from June 12, 1996 until her disability prevented her from continuing work on October 14, 2003.

7. At all times, relevant hereto, the Hampton Falls School District provided its employees, including the Plaintiff, with employee group benefits underwritten by Unum Life Insurance Company of America.
8. As part of the employee group insurance benefits plan at the Hampton Falls School District, the plaintiff entered into an insurance contract underwritten by Unum Life Insurance Company of America for long-term disability insurance coverage, bearing the policy number 320978.002 on July 1, 1996. (See Exhibit A.)
9. The plaintiff's contract is a covered plan under 29 USC 1011 et seq., the Employee Retirement and Income Security Act (hereafter ERISA).
10. In the fall of 2003 Ms. Glode experienced a marked worsening of her gastrointestinal symptoms.
11. As a result of this increase in symptoms, the Plaintiff was no longer able to perform her duties as the Special Education Director at the Lincoln Ackerman School for the Hampton Falls School Board. Ms. Glode availed herself of the two week work note that she received from her primary care physician Dr. Benedict Heiderscheidt on October 10, 2003.
12. The Plaintiff applied for Long Term Disability benefits on or about November 8, 2003. (See Exhibit B.)
13. On March 19, 2004 the Defendant denied the Plaintiff's application for total disability benefits claiming that the Plaintiff was able to perform the duties of Special Education Director according to the job description. (See Exhibit C.)
14. On June 17, 2004 the Plaintiff requested an appeal of the Defendant's denial of her petition for Long Term Disability benefits. (See Exhibit D.)
15. On November 3, 2004, the Defendant denied the Plaintiff's Appeal of the denial of Long Term Disability benefits, claiming that the medical information in her file did not support the claim for conditions severe enough to prevent her from performing material duties of her regular occupation. (See Exhibit E.)
16. The Defendant's denial also claimed that the Plaintiff's irritable bowel symptoms, history of angina, emotional coping skills, and depression issues did not prelude the Plaintiff from performing her duties as Special Education Director. Defendant also questioned why the Plaintiff had not sought mental-health treatment for the stress-related somatic symptoms that she was experiencing.
17. On June 11, 2004, the Plaintiff was awarded monthly disability benefits by the Social Security Administration (SSA) based upon the same information and medical records that had been provided to the Defendant.

**COUNT 1 – EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)
29 USC, SECTION 1001 et. Seq.**

22. The Plaintiff hereby incorporates by reference each and every allegation set forth in paragraphs one through twenty one, inclusive, as though fully set forth hereat.
23. Pursuant to 29 USC, § 1132(A), a civil action may be brought by a participant or beneficiary of an ERISA qualified plan to recover benefits due him or her under the terms of this plan and/or to enforce his or her rights under the terms of the plan. (See 29 USC, § 1132 (a) (1)(A)(B).)
24. The Plaintiff is an employee and a “participant” pursuant to 29 USC, § 1002 (6), (7) and the Disability Policy under which the Plaintiff was insured was in a “an employee welfare benefit plan” pursuant to 29 USC § 1002 (1).
25. The Plaintiff is clearly due full disability rights pursuant to her ERISA qualified disability benefits plan and the Defendant’s denial of said benefits is undertaken in bad faith and contrary to ERISA.
26. All the evidence contained herein and within all medical records clearly show, through objective medical records, that the Plaintiff was disabled as of October 15, 2003.
27. The Plaintiff hereby requests this Honorable Court order the Defendant to make all payments including past payments, including interests and costs, to Plaintiff under her disability plan and further requests this Honorable Court to award her attorney’s fees pursuant to 29 USC, § 1132 (G)(1).

WHEREFORE, Plaintiff prays that this Honorable Court:

- A. Award Plaintiff her disability insurance benefits with interest, payable by Defendant, retroactive to October 15, 2003 and continuing into the future; and
- B. Award Plaintiff her attorney’s fees and costs in having to prosecute this claim; and
- C. Award Plaintiff punitive damages in an amount of \$ 50,000 against the Defendant for its bad faith denial of said insurance disability benefits; and
- D. Such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED,

LAURIE K. GLODE

By and Through Her Attorney,

ROUNDY LAW OFFICES, P.A.

Dated: September 13, 2005

By: /s/ Vicki S. Roundy
Vicki S. Roundy # 2205
42 Littleworth Road
Dover, NH 03820
(603) 743-4800